



June 13, 2014

**CITY OF GREENSBORO, NORTH CAROLINA
NEIGHBORHOOD DEVELOPMENT DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)
FOR
CODE ENFORCEMENT CONSULTING SERVICES**

The City of Greensboro, Department of Neighborhood Development, is now accepting proposals for Code Enforcement Consulting Services. Code Enforcement Consultant(s) will be responsible for identifying violations of the City's housing, nuisance abatement, junked/ abandoned motor vehicle and zoning ordinances; monitoring secured residential dwellings and dwellings pending demolition; and carrying out special projects related to the development of strategies and methods to enhance code enforcement efforts and code enforcement public education, as assigned by the department director. Contract(s) for services will be from July 2014 – December 2014.

ELIGIBILITY:

Firms or individuals must demonstrate significant knowledge/experience in the field of enforcement of Greensboro ordinances related to housing, nuisance abatement, junked/ abandoned motor vehicles and zoning. Firms or individuals must also be able to demonstrate a thorough knowledge of the cultural dynamics of Greensboro neighborhoods, particularly neighborhoods experiencing economic distress. Firms or individuals must be available to work a flexible schedule that may include some evenings and/or weekends.

The City of Greensboro is an equal opportunity/affirmative action employer that does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or provision of services. The City of Greensboro encourages participation of qualified Minority and Women Business Enterprise (M/WBE) firms in professional service contracts. It is the intent of this program to widen opportunities for public participation, increase

competition, and to ensure the proper and diligent use of public funds. All submitting firms or individuals should note the requirements of the City of Greensboro's M/WBE program as it relates to professional services. (<http://www.greensboro-nc.gov/index.aspx?page=448>)

SUBMITTAL ELEMENTS: Please review these specifications carefully and provide the following items:

1. Letter summarizing your knowledge/experience related to enforcement of City ordinances (referenced above) and your knowledge of the cultural dynamics of distressed City neighborhoods.
2. Copy of your local business license.
3. Proof of Liability Insurance. All contractors shall have continuous Worker's Compensation & General Liability Insurance policies equal to or exceeding the minimum amount required, as follows: Worker's Compensation coverage for all employees and sub-contractors, in accordance with NC State Worker's Compensation Laws; Comprehensive General Liability coverage of \$1,000,000 per occurrence; Bodily Injury Liability of \$500,000 per occurrence; and Property Damage Liability of \$500,000 per occurrence.
4. Three (3) professional references (including daytime contact information).
5. Your hourly billing rate.

PROPOSAL EVALUATIONS: Each proposal will be evaluated based on a set of criteria and scored. Incomplete proposals will not be evaluated nor considered. Scoring will be based on the following categories:

- Completeness of proposal
- Required business license
- Knowledge/experience in the field of code enforcement
- Knowledge of the cultural dynamics of Greensboro neighborhoods
- Availability to work a flexible schedule

FORMAL SUBMITTAL INSTRUCTIONS: Place one copy of your proposal in sealed envelope, clearly addressed as follows:

“Code Enforcement Consulting Proposal”

City of Greensboro - Neighborhood Development Dept. - Attn: Barbara Harris

300 W. Washington St. (physical address), or

PO Box 3136 (mailing address)

Greensboro, NC 27402-3136

Your proposal may be delivered by hand or via the US Postal Service as long as the proposal is received by the Proposal Due Date and Time.

Postmark dates will not be considered.

Faxed copies will not be accepted.

Proposal Due Date:

All proposals are **due no later than Tuesday, June 24, 2014 at 4:00 PM**

FOR FURTHER INFORMATION:

Contact Barbara Harris at (336) 373-2509

Neighborhood Development Department

City of Greensboro

CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the 30th day of June, 2014, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and Ben Holder, (hereafter referred to as the Consultant).

WITNESSETH:

WHEREAS, the City needs assistance with **Special Projects Related to the Development and Implementation of Strategies and Methods to Enhance Code Enforcement and Other Neighborhood Improvement Efforts**; and

WHEREAS, the Consultant desires to perform such services and is qualified to provide assistance with title searches;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Relationship

The parties to this contract agree that Consultant is an independent contractor. Further, the Consultant is not an employee of the City and is not entitled to the benefits provided by an employer to its employees, including, but not limited to, group insurance and pension plan. It is understood and agreed that the Consultant may practice his/her profession for others during the term of this Agreement.

Scope of Professional Services

The City hereby engages the Consultant for starting June 30, 2014 and extending to December 31, 2014 to perform the following:

The Scope of Services, titled, "**Special Projects Related to the Development and Implementation of Strategies and Methods to Enhance Code Enforcement and Other Neighborhood Improvement Efforts**" is attached hereto as Exhibit A, and incorporated herein by reference

Payment

- A) Within 48 hours of execution of this Agreement, Consultant shall submit to the City an initial Summary of Recommendations for potential/proposed initial projects for code enforcement and neighborhood improvement programs to be undertaken during the term of this Agreement
- B) Consultant shall be compensated \$2,000 for initial submission of Summary of Recommendations
- C) Consultant shall thereafter be compensated at the rate of \$45 per hour, up to 20 hours per week

- D) Consultant may submit pay requests bi-weekly or monthly. Pay requests shall include a timesheet reflecting dates/times/total hours/ description of work activities (format to be approved by the City)
- E) The City agrees to pay Consultant the actual cost of services allowed under this agreement as set forth above, but in no event shall total payment hereunder exceed the maximum sum of **\$23,400.00 (Twenty three thousand, four hundred dollars and 00/00)**, without an amendment to this Agreement executed by both parties.

Payment of Taxes and Insurance

Consultant assumes full responsibility for the payment of all taxes, whether State or Federal, and insurance, required as a consequence of the work performed or on the compensation paid under this contract.

Amendments

Alterations, deletions and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to Contractor of a written note of termination five (5) days before the effective date of the termination.

Non-Discrimination Requirements

Said Consultant shall not discriminate against any worker, employee or applicant or any other member of the public because of Race, Creed, Color, Age, Religion, Sex, National Origin, or Disability, nor otherwise commit any other unfair employment practice.

Compliance with Applicable Law

Any term or condition of the Contract which operation or existence is in conflict with applicable Local, State or Federal Law shall be rendered void and inoperative. City and Consultant agree to accept the remaining terms and conditions.

Indemnification

Consultant agrees to indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, actions, losses, penalties, damages, settlements, costs, charges, liabilities, including reasonable attorney's fees which arise out of the negligent act, error or omission of the Consultant.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

Retaining other Contractors

Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Consultant.

Assignment

Consultant may not assign any rights or obligations under this Agreement to any other party.

E-Verify

The Consultant(Contractor) certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in triplicate originals on the date as indicated above.

WITNESS:

CONSULTANT

By:

Chassie Turner

Ben Holder

Ben Holder



City of Greensboro
Contract Signature Authorization Sheet
Neighborhood Development

Vendor: Ben Holder

Tracking number: 8,320

Contract Number:

Change Order Number:

Service, Item or Project Description:

Contract for assistance with special projects related to the development & implementation of strategies and methods to enhance Code Compliance & other neighborhood improvement efforts

Signatures



Barbara Harris

Date: 7/1/14

Department Head Recommendation/Authorization

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



BW

Date: 7-1-14

Deputy Finance Officer



John J. Carter

Date: 7/1/14

City Attorney: Approved as to form



[Signature]

Date: 7/1/14

Assistant City Manager: Authorized



Mayor: Executed

Date: _____



[Signature]

Date: 7-1-14

City Clerk: Attested

[Signature]

Special Projects Related to the Development and Implementation of Strategies and Methods to Enhance Code Enforcement and Other Neighborhood Improvement Efforts

- This Agreement shall provide an avenue for channeling the unique abilities, skills and talents of the Consultant in identifying and offering problem-solving remedies for challenges experienced by the City's code enforcement and neighborhood improvement programs
- Working directly with the department director, Consultant shall assist in assessing existing code enforcement and neighborhood improvement efforts with a goal of identifying potential weaknesses in systems, processes and procedures
- Consultant shall bring directly to the attention of the department director (with a goal of a proactive approach to achieve positive outcomes) recommendations for potential improvements to code enforcement and neighborhood improvement programs
- Consultant shall submit a monthly report of code enforcement and neighborhood improvement enhancement activities in the timesheet format described below
- Consultant shall monitor by visual inspection (or supervise the monitoring) of residential dwellings ordered to be secured by the City, and dwellings pending demolition(to ensure that they remain secure)
 - Visual inspections shall be conducted no less than once per month
 - Unsecured dwellings shall be reported by Consultant via email to department director within 24 hours of inspection
- Consultant will be provided an updated list of properties to be monitored no later than the 5th of each month during the term of this Agreement
- Consultant shall bring to the attention of the department director property addresses for any other potential code violations observed during the course of conducting monitoring inspections or other activities under this Agreement
- On the last day of each month Consultant shall provide to the department director a report of monitoring activities for the month ending
- Consultant shall submit monthly pay requests with a timesheet reflecting dates/times/total hours/description of work activities (format to be approved by the City)
- Within 48 hours of execution of this Agreement, Consultant shall submit to the City an initial Summary of Recommendations for potential/proposed initial projects for code enforcement and neighborhood improvement programs to be undertaken during the term of this Agreement
- Consultant shall be compensated \$2,000 for initial submission of Summary of Recommendations
- Consultant shall thereafter be compensated at the rate of \$45 per hour, up to 20 hours per week
- Consultant may submit pay requests bi-weekly or monthly
- Consultant will work only with the department director and/or the department director's designee. The consultant will refrain from any appearance of directing code enforcement staff. Consultant will not insert consultant's staff/himself/herself directly into any code enforcement activity being carried out by code enforcement staff, but shall alternately, bring recommendations or concerns only to the attention of the department director (or designee).
- Consultant will provide City privilege license and Declaration of Insurance for General Liability Insurance policy (as specified in the June 13, 2014 RFP for Code Enforcement Consultant) to the City within 30 days of execution of this agreement (date signed by City), naming the City as an additional insured.

ADDENDUM

TO _____

Contract # _____

Routing # _____

THIS ADDENDUM TO THE Professional Services
Contract ("Addendum") is entered into this 30th day of June,
 2014, by and between the City of Greensboro, a municipal corporation ("City") and
Ben Holder ("Contractor"),

WHEREAS, City and Contractor previously entered into an AGREEMENT to
assist with special projects ("Agreement") on or about
Dec. 31, 2014;

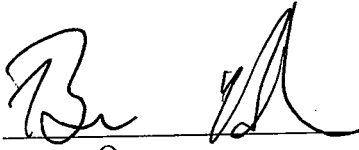
WHEREAS, the City and Contractor desire to add the following paragraph to the Agreement:

1. **E-VERIFY-** The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

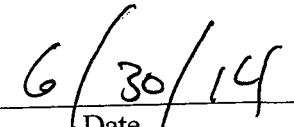
It is expressly agreed by the parties that this Addendum is supplemental to the Agreement executed on _____, which is incorporated herein by reference, and all terms, conditions, and provisions of the original Agreement, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though expressly rewritten, incorporated, and included herein.

In the event of any conflict, inconsistency, or incongruity between the provisions of this Addendum and any of the provisions of the original Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum in triplicate originals on the _____ day of _____, 20____.



Owner



Date

Owner

Date



Contract Routing Control Sheet

Neighborhood Development

Contact: Rhonda Enoch Phone: 373-4147

Expense Contract

Tracking#: 8375 Date Submitted: 7/11/2014 Date Needed:
Contract#: Date Started: 7/7/2014 Est End Date: 12/31/2014
Coliseum#: Change Order#: Lease#: Bid#: Requisition#: NCDOT#: Resolution#: Email For Pickup: ☒ Rush: ☐
Description: Contract for Public Education Campaign to Assist in Reducing Active Code Enforcement Cases
Comments:

Vendor: Greensboro Housing Coalition Account # CBR Amount
Vendor#: 2790
Location: Total:
122 N Elm Street
Suite M 2
Greensboro, NC 27401



Signatures

<input checked="" type="checkbox"/> Dept Director	Reviewed By: <u>Barbara Harn</u>	Date: <u>7/11/14</u>
<input checked="" type="checkbox"/> Finance	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> Accounting	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> Attorney	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> City Manager	Reviewed By: _____	Date: _____
<input type="checkbox"/> Mayor	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> City Clerk	Attested By: _____	Date: _____
<input type="checkbox"/> Purchasing	Reviewed By: _____	Date: _____
<input type="checkbox"/> CCD	Reviewed By: _____	Date: _____

CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the 7th day of July, 2014, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and Greensboro Housing Coalition, (hereafter referred to as the Consultant).

WITNESSETH:

WHEREAS, the City needs assistance with a **Public Education Campaign to Assist in Reducing Active Code Enforcement Cases**; and

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Relationship

The parties to this contract agree that Consultant is an independent contractor. Further, the Consultant is not an employee of the City and is not entitled to the benefits provided by an employer to its employees, including, but not limited to, group insurance and pension plan. It is understood and agreed that the Consultant may practice his/her profession for others during the term of this Agreement.

Scope of Professional Services

The City hereby engages the Consultant for starting July 7, 2014 and extending to December 31, 2014 to perform the following:

The Scope of Services, titled, "**Public Education Campaign to Assist in Reducing Active Code Enforcement Cases**" is attached hereto as Exhibit A, and incorporated herein by reference

Payment

- A) Consultant shall be paid at the rate of \$2,000 per month, on a reimbursement basis after submission of monthly reports (format and content to be determined by the City)
- B) Consultant may submit pay requests on a monthly basis. Pay requests shall include monthly reports reflecting activities performed (format and content to be approved by the City)

- C) The City agrees to pay Consultant the actual cost of services allowed under this agreement as set forth above, but in no event shall total payment hereunder exceed the maximum sum of **\$12,000.00 (Twelve thousand dollars and 00/00)**, without an amendment to this Agreement executed by both parties.

Payment of Taxes and Insurance

Consultant assumes full responsibility for the payment of all taxes, whether State or Federal, and insurance, required as a consequence of the work performed or on the compensation paid under this contract.

Amendments

Alterations, deletions and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to Contractor of a written note of termination five (5) days before the effective date of the termination.

Non-Discrimination Requirements

Said Consultant shall not discriminate against any worker, employee or applicant or any other member of the public because of Race, Creed, Color, Age, Religion, Sex, National Origin, or Disability, nor otherwise commit any other unfair employment practice.

Compliance with Applicable Law

Any term or condition of the Contract which operation or existence is in conflict with applicable Local, State or Federal Law shall be rendered void and inoperative. City and Consultant agree to accept the remaining terms and conditions.

Indemnification

Consultant agrees to indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, actions, losses, penalties, damages, settlements, costs, charges, liabilities, including reasonable attorney's fees which arise out of the negligent act, error or omission of the Consultant.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

Retaining other Contractors

Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Consultant.

Assignment

Consultant may not assign any rights or obligations under this Agreement to any other party.

E-Verify

The Consultant(Contractor) certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in triplicate originals on the date as indicated above.

Attest:

CONSULTANT

By:

Beth McKee Hugen msmith chmboard
Greensboro Housing Coalition Title

Public Education Campaign to Assist in Reducing Active Code Enforcement Cases

- Create and provide written code enforcement educational information in multiple languages (brochures, flyers, doorknockers, social media, websites, etc) to owner occupants/heirs, tenants, landlords and other local agencies, businesses or organizations
 - Include information about resources to achieve compliance, including City programs and other local/regional resources
 - Drafting educational information will be a collaborative effort between Consultant and the City, led by Consultant
 - Final publications must be approved by the City before printing or distribution
 - Final publications, once approved will be owned by the City. Copies of all publications will be provided by the City's print shop at the expense of the City
- Track and report demographic data (gender, age, ethnicity, homeownership status, household make-up, household income, employment status, census tract) of residents served
- Track and report name of landlord/agency/business/organization educated, nature of educational effort and number of individuals educated
- Report code violations to the City as appropriate
- Consultant shall provide educational information to approximately 65 owner occupants/tenants/landlords/staff members of local agencies, businesses or organizations per month for the term of this agreement
- Consultant shall be paid at the rate of \$2,000 per month, on a reimbursement basis after submission of monthly reports (format to be determined by the City)
- Consultant will work directly with the department director and/or the department director's designee. The consultant will refrain from any appearance of directing code enforcement staff. Consultant will not insert consultant's staff/himself/herself directly into any code enforcement activity being carried out by code enforcement staff, but shall alternately, bring recommendations or concerns to the attention of the department director (or designee).
- Consultant will provide Declaration of Insurance for General Liability Insurance policy (as specified in the June 13, 2014 RFP for Code Enforcement Consultant) to the City on or before August 1, 2014, naming the City as an additional insured.

ADDENDUM

TO _____

Contract # _____

Routing # _____

THIS ADDENDUM TO THE _____

_____ (“Addendum”) is entered into this 8th day of July,
2014, by and between the City of Greensboro, a municipal corporation (“City”) and Greensboro
Housing Coalition (“Contractor”),

WHEREAS, City and Contractor previously entered into an **AGREEMENT** _____
_____ (“Agreement”) on or about
_____;

WHEREAS, the City and Contractor desire to add the following paragraph to the Agreement:

1. **E-VERIFY-** The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms “Contractor”, “Sub-Contractor” and “comply” shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement executed on _____, which is incorporated herein by reference, and all terms, conditions, and provisions of the original Agreement, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though expressly rewritten, incorporated, and included herein.

In the event of any conflict, inconsistency, or incongruity between the provisions of this Addendum and any of the provisions of the original Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum in triplicate originals on the 8th day of July, 2014.

Mr. Smith Chairman
Greensboro Housing Coalition Title

7-8-14
Date

Beth McKeethagen
(ATTEST)

7-8-14
Date

